



**CONTRACT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL**

AND

**Mid Florida Community Services, Inc.
CONTRACT NO.: GR-2023-Mid Florida Community Services, Inc.-00023**

THIS CONTRACT is entered in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (AGENCY), an agency of the State of Florida with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, Mid Florida Community Services, Inc. (CONTRACTOR), a Florida Not for Profit Corporation, with a mailing address of 820 Kennedy Blvd, Brooksville, Florida 34601, jointly referred to as “the parties.” The parties agree as follows:

ARTICLE 1. DEFINITIONS

A. Budget Appropriation: The nonrecurring funds in Ch. 2023-239, § 4 at line 1342A, Laws of Florida.

B. Total CONTRACT Amount: \$1,000,000.00.

ARTICLE 2 CONTRACTOR TERM OF CONTRACT

This CONTRACT will become effective July 1, 2023, or on the date when it has been signed by all parties, whichever is later, and will continue until June 30, 2024. The original signed document must be returned within 15 days of signature by the CONTRACTOR, or this CONTRACT will be voidable at the option of the AGENCY. No costs incurred prior to the effective date of the CONTRACT will be paid.

ARTICLE 3. SCOPE OF SERVICES

A. The nonrecurring fixed capital outlay project funds in Ch. 2023-239, §4 at line 1342A, Laws of Florida, in the amount of \$1,000,000.00 are provided to the CONTRACTOR for CONTRACTOR’s facility that provides services to children victims of crime. These Fixed Capital Outlay category funds will be used for the purpose of facility construction that will allow the CONTRACTOR to build a facility that would fully service their programs that assist children victims of crime. This capital outlay improvement project is to be constructed and located in Hernando County, Florida on a leased parcel of property more particularly described in the approved General Revenue Budget Proposal and the Deliverables contained in the E-grants Management System and with the construction elements as specifically defined in the approved General Revenue Budget Proposal and the Deliverables contained in the E-grants Management

System, attached and part of this CONTRACT. The purchase must state the owner of the real property and describe the relationship between the owner of the real property and the grantee. The CONTRACTOR will comply with the Florida Single Audit Act and its requirements in section 215.97, Florida Statutes and complete Attachment A and Exhibit 1 (Florida Single Audit Act Form). Upon full completion of the capital outlay project by the CONTRACTOR, the AGENCY, will execute a satisfaction of the CONTRACT in recordable form and provide it to the CONTRACTOR.

B. The CONTRACTOR will neither assign this CONTRACT to another party nor subcontract any work contemplated under this CONTRACT without prior written consent of the AGENCY. The CONTRACTOR will provide administrative management and financial reporting to the AGENCY for the activities of the subcontractors. CONTRACTOR will ensure that all subcontracts requires: the provision of direct services in the areas specified and, in the manner, specified in this CONTRACT. Any assignment or subcontract entered into without prior written approval of the AGENCY will be null and void.

C. The CONTRACTOR is responsible for all work performed and for all commodities produced pursuant to this CONTRACT whether furnished by the CONTRACTOR or any subcontractor or other service CONTRACTOR. All subcontracts will be evidenced by a written document.

D. The AGENCY will always be entitled to assign or transfer its rights, duties, or obligations under this CONTRACT to another state of Florida government entity after giving written notice to the CONTRACTOR. In the event the AGENCY assigns or transfers this CONTRACT, the CONTRACTOR will remain responsible for performing its duties and obligations under this CONTRACT, and this CONTRACT remains binding upon the successors and assigns of the CONTRACTOR.

E. During the CONTRACT term, the CONTRACTOR is prohibited from selling, transferring, mortgaging, or assigning the CONTRACTOR's interest in the leasehold improved by the CONTRACTOR using the funds received from the CONTRACT, with the leasehold of said real property set forth in purchase agreement, unless the AGENCY approves the sale, transfer, mortgage, or assignment; and in the case of sale, transfer, or assignment, the purchaser, transferor, or assignee must fully assume, in writing, all of the terms and conditions of the CONTRACT.

ARTICLE 4. METHOD OF PAYMENT

A. CONTRACT AMOUNT: The AGENCY will reimburse the CONTRACTOR for deliverables which are completed in accordance with the terms and conditions of this CONTRACT as approved by the AGENCY. The total amount paid to the CONTRACTOR as reimbursement for the costs incurred under this CONTRACT will not exceed the Budget Amount defined herein.

B. SUBCONTRACTORS:

1. The CONTRACTOR is responsible for and will distribute payments to the subcontractors upon receipt of evidence of completed services by each subcontractor per the terms of the subcontract entered into between CONTRACTOR and subcontractor. The AGENCY will not be liable for any sums of money stemming from any payment disputes between the CONTRACTOR and its subcontractors. The CONTRACTOR will maintain all necessary files and will require its individual subcontractors to maintain all necessary files, available for inspection by the AGENCY, which will contain documentation of all services provided by CONTRACTOR

and its subcontractors as represented on the Monthly Invoice. The AGENCY may withhold reimbursement if services are not satisfactorily documented or completed.

2. The CONTRACTOR must make payments to any subcontractor within seven working days after receipt of full or partial payments from the AGENCY in accordance with section 287.0585, Florida Statutes, unless otherwise stated in the CONTRACT between the CONTRACTOR and subcontractor. Failure to pay a subcontractor within seven working days without reasonable cause will result in penalties as specified in section 287.0585, Florida Statutes.

C. ADVANCE PAYMENTS

1. Advance Payment Request: The CONTRACTOR may request an advance of up to three months of anticipated expenses, subject to approval by the State of Florida, Department of Financial Services (DFS) and the AGENCY. Approval of advance payments are within the sole discretion of the DFS and the AGENCY. Until fully repaid, any funded advance payment constitutes a debt due by CONTRACTOR to AGENCY. The CONTRACTOR must remit to the AGENCY all interest earned on the advance payment if such advance payment was ever deposited into an interest-bearing account.

2. Recoupment of Advance Payments: The AGENCY will recoup any advance payment balance in the final quarter of the state's fiscal year by offsetting the CONTRACTOR's reimbursement requests.

3. RETURN OF FUNDS: After the final deliverable is due pursuant to Article 7, herein, any unreimbursed or unrepaid advance payment will constitute a debt due from CONTRACTOR to AGENCY. The CONTRACTOR will return to the AGENCY any overpayments made to the CONTRACTOR for disallowed items pursuant to the terms and conditions of this CONTRACT. In the event that the CONTRACTOR or any outside accountant or auditor determines that an overpayment has been made, the CONTRACTOR will immediately return to the AGENCY such overpayment without prior notification from the AGENCY. In the event that the AGENCY discovers that an overpayment has been made, the Contract Manager, on behalf of the AGENCY, will notify the CONTRACTOR and the CONTRACTOR will return the funds to the AGENCY. If the CONTRACTOR fails to immediately reimburse the AGENCY for any overpayment, the CONTRACTOR will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the CONTRACTOR's initial receipt of funds up to the date of reimbursement of the overpayment funds to the AGENCY.

D. Financial Consequences: Financial consequences, as required pursuant to section 287.058(2), Florida Statutes, will be assessed pursuant to the Deliverables outlined in Article 7 and the approved General Revenue Budget Proposal and the Deliverables contained in the E-grants Management System. The CONTRACTOR will work directly with the AGENCY using all reasonable speed toward completion of the fixed capital outlay project ("the project") within the defined time frames and will notify the AGENCY of any delays. Failure of the CONTRACTOR to timely and accurately complete the project prior to the end of the CONTRACT term or termination date, will result in the CONTRACTOR's being unable to satisfy the deliverables set forth herein and in the approved General Revenue Budget Proposal and the Deliverables contained in the E-grants Management System, and in, either the immediate repayment by the CONTRACTOR to the AGENCY of all payment amounts previously disbursed up to the amount

of \$333,333.33 minus ten percent, or complete transfer of ownership of the real property, described in purchase agreement, as improved by the CONTRACTOR with those same funds, by warranty deed in fee simple absolute to the state of Florida.

E. Final Invoice: The CONTRACTOR will submit the final General Revenue Monthly Invoice for reimbursement to the AGENCY no later than 45 days after the CONTRACT ends or is terminated. If the CONTRACTOR fails to do so, all rights to further payment and reimbursement under the CONTRACT are forfeited and the AGENCY will not accept any invoices submitted after the specified time period. Any payments due to the CONTRACTOR under this CONTRACT may be withheld until all reports due from the CONTRACTOR have been received and any necessary adjustments thereto have been approved by the AGENCY.

F. Electronic Funds Transfer: The CONTRACTOR will, within 60 days following the execution of this CONTRACT, register online with DFS to receive all payments associated with this CONTRACT by Electronic Funds Transfer, (EFT). The EFT online registration can be completed at: <https://www.myfloridacfo.com/division/aa/vendors>.

G. Annual Appropriation: In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this CONTRACT and payment thereunder extend beyond the current state fiscal year, the AGENCY's performance and obligation to pay under this CONTRACT are contingent upon an annual appropriation by the Legislature.

H. Commingling of Funds: The CONTRACTOR will not commingle advanced CONTRACT funds with other business or personal funds or accounts and must keep these CONTRACT funds physically separated from all other business or personal funds or accounts in a separate account.

ARTICLE 5. AUTHORIZED EXPENDITURES

A. Allowable Costs. The CONTRACTOR may expend funds received from the CONTRACT only to pay for construction costs arising from the specific site infrastructure portions of the project as outlined in detail and approved in the approved General Revenue Budget Proposal and the Deliverables contained in the E-grants Management System. The CONTRACTOR will reimburse the AGENCY for any unused balances of unobligated cash that were advanced or paid that are not authorized to be retained for construction costs in a subsequent period. All unauthorized or disallowed expenditures must be refunded to the state; and the CONTRACTOR will not use CONTRACT funds for any expenditures made by the CONTRACTOR after midnight June 30, 2024, or the termination date of the CONTRACT.

B. Prohibited Expenditures. The CONTRACTOR will not use CONTRACT funds for any expenditures made by the CONTRACTOR prior to or after the CONTRACT term, or after termination of this CONTRACT. The CONTRACTOR may not use funds from this CONTRACT to pay for fundraising; to pay for lobbying the Legislature, the judicial branch or a state AGENCY; to pay for entertainment, food or refreshments; or to purchase decorative items, or as otherwise prohibited by Florida law.

C. Reimbursement for Unauthorized Expenditures. The CONTRACTOR will reimburse the AGENCY for any unused balances of unobligated cash that were advanced or paid that are not authorized to be retained. All unauthorized or disallowed expenditures must be refunded to the state; and the CONTRACTOR will not use CONTRACT funds for any expenditures made by the CONTRACTOR after midnight June 30, 2024, or the termination date of the CONTRACT term.

ARTICLE 6. PROPERTY IMPROVED BY FIXED CAPITAL OUTLAY GRANTS AND AIDS APPROPRIATIONS TO CERTAIN NONPROFIT ENTITIES

The CONTRACTOR will use the entirety of the Budget Appropriation to improve real property through site infrastructure construction costs associated with the approved fixed capital outlay project which is more particularly described and approved in the approved General Revenue Budget Proposal and the Deliverables contained in the E-grants Management System. Pursuant to section 216.348(3), Florida Statutes, the CONTRACTOR must execute, deliver, and record this CONTRACT, and its attachments in the county in which the subject property is located.

ARTICLE 7. DELIVERABLES

The CONTRACTOR will provide the following Deliverables and documentation, required by the terms of the CONTRACT:

- A. Within 30 days of the 100 percent completion of any approved discrete site infrastructure construction projects for which reimbursement is requested, the CONTRACTOR will provide the AGENCY with a copy of the paid invoices and satisfactory proof of completion of said discrete elements of the construction projects set forth in the approved General Revenue Budget Proposal and the Deliverables contained in the E-grants Management System.
- B. In addition to proof of completion, the CONTRACTOR will provide the results of an independent inspection which shows that the discrete site infrastructure construction project for which reimbursement is being requested is 100 percent complete according to the approved project specifications and meets all applicable state, county, and municipal building codes and safety standards. This inspection may be completed and supplied by the appropriate state, county, or municipal building inspector, otherwise the inspection must be completed by the expert in construction, engineering, and inspection services retained by the CONTRACTOR pursuant to ARTICLE 8 of this CONTRACT.
- C. No later than December 31, 2024, the CONTRACTOR will provide the AGENCY with proof of completion of the project which will include, at a minimum, a certificate of occupancy for each proposed building improvement and proof of providing victim services to children who are crime victims in accordance with this approved project referred to as Mid Florida Community Services Building.

ARTICLE 8. INSPECTIONS

- A. The CONTRACTOR will competitively select, as required in Article 14, contract with, and provide an independent expert in construction, engineering, and inspection services to work directly with the AGENCY, and report directly to the AGENCY, through the provision of the expert's professional services to inspect and certify the progress and completeness of the approved discrete site infrastructure construction activities enumerated in the project budget as set forth in the approved General Revenue Budget Proposal and the Deliverables contained in the E-grants Management System for which reimbursement is requested pursuant to the CONTRACT. On discrete site infrastructure construction projects whose completion are not 100 percent inspected by state, county, or municipal inspectors, the independent expert in construction, engineering and inspection services will report its conclusions and any findings directly to the AGENCY and must approve and certify completion of any stage of the construction as part of any submitted invoice for payment under the CONTRACT before payment can be processed and approved.
- B. In addition to receipt and review of the AGENCY's expert's reports and review of audits, monitoring procedures may include, but not be limited to, on-site visits by AGENCY staff, any designees, or the AGENCY's independent expert, and/or other procedures. By entering into this CONTRACT, the CONTRACTOR will comply and cooperate with any monitoring procedures/processes deemed appropriate by the AGENCY.

ARTICLE 9. E-PROCUREMENT

Prior to execution of this CONTRACT, the CONTRACTOR will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of the CONTRACT, then the CONTRACTOR will so register within 21 days from the date of execution. The online registration can be completed at: <https://vendor.myfloridamarketplace.com/>. If the CONTRACTOR needs assistance in registering, the CONTRACTOR may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com. Failure of the CONTRACTOR to timely register may result in cancellation of this CONTRACT.

ARTICLE 10. W-9 REQUIREMENT

The DFS requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 11. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, DFS has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 12. REPORTS

The CONTRACTOR will prepare, maintain and timely file such fiscal, invoices, documentation demonstrating satisfactory proof of completion, and other reports as the AGENCY may require pursuant to this CONTRACT. If the CONTRACTOR fails to submit the required reports in a timely manner, the

AGENCY will withhold processing reimbursements until all required reports have been submitted in a satisfactory manner.

ARTICLE 13. ACKNOWLEDGEMENT

The CONTRACTOR will acknowledge the Office of the Attorney General in all publications, displays, and activities that are funded wholly or in part with AGENCY CONTRACT funds and in all materials produced or purchased wholly or in part with AGENCY funds. The following acknowledgement statement must be used: “Paid by OAG, GR-2023-Mid Florida Community Services, Inc.-00023.”

ARTICLE 14. PURCHASES

A. PRIDE. Pursuant to section 946.515(2), Florida Statutes: “It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract will be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this AGENCY insofar as dealings with such corporation are concerned.”

Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

B. Compliance with RESPECT. Pursuant to section 413.036(3), Florida Statutes: “It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract will be purchased from a nonprofit AGENCY for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for the state AGENCY insofar as dealings with such qualified nonprofit AGENCY are concerned.”

Additional information about the designated nonprofit AGENCY and the products it offers is available at <http://www.respectofflorida.org>.

C. If the CONTRACTOR is a unit of local or state government, the CONTRACTOR must follow the written purchasing procedures of the government AGENCY. If the CONTRACTOR is a non-profit or for-profit business organization, the CONTRACTOR must comply with Florida Administrative Code Rule 60A- 1.002, and Chapter 287, Florida Statutes, by obtaining a minimum of three written quotes for all contract related purchases equal to or in excess of \$2,500, unless it can be documented that the vendor is a single source supplier or is not subject to competitive solicitation under Florida Administration Code Rule 60A- 1.002(4) and section 287.057(3), Florida Statutes. An Invoice Form must be submitted to the AGENCY and will include copies of the three written quotes and proof of the Board of Directors review and approval for all products or services exceeding the amount of \$2,500. The AGENCY, upon request in advance, may approve in writing an alternative purchasing procedure.

ARTICLE 15. PROPERTY

A. The CONTRACTOR will comply with the requirements set forth in Chapter 273, Florida Statutes and Florida Administrative Code Chapter 69I-72. The CONTRACTOR will be responsible for the proper care, custody and distribution of all property acquired with funds paid under this CONTRACT,

and will not sell, transfer, encumber, or otherwise dispose of property acquired with funds provided hereunder without the written permission of the AGENCY.

B. Upon completion of the project, the CONTRACTOR will continue the operation, maintenance, repair, and administration of the improved real property in accordance with the purposes for which the funds were originally appropriated for a period of not less than three years from the completion of the project, otherwise known as the Mid Florida Community Service Building, which is the subject of this CONTRACT. Should the CONTRACTOR fail to operate, maintain, repair, and administer the improved real property in accordance with the purposes for which the funds were originally appropriated for the period of three years from the completion of the project, the CONTRACTOR will, no later than upon demand by the AGENCY, return an amount of the appropriated funds to the AGENCY which will be no less than the full amount of the appropriated funds provided, less \$333,333.33 for each full year after completion of the project for the Mid Florida Community Service Building, constructed as an improvement on the real property, was operated, maintained, repaired, and administered by the CONTRACTOR as a facility that provides services to children who are crime victims.

ARTICLE 16 AUDITS, INSPECTIONS, INVESTIGATIONS, RECORDS AND RETENTION

A. The CONTRACTOR will maintain books, records, and documents (including electronic storage media) in compliance with section 287.058(2), Florida Statutes, sufficient to reflect all income and expenditure of funds provided by the AGENCY under this CONTRACT and in accordance with generally accepted accounting procedures.

B. The CONTRACTOR will maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this CONTRACT for a period of five years after completion of the CONTRACT or longer when required by law. The CONTRACTOR will maintain a file for inspection by the AGENCY or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. In the event an audit is required under this CONTRACT, records will be retained for a minimum period of five years after the resulting audit report is issued or until resolution of any audit findings or litigation based on the terms of this CONTRACT at no additional cost to the AGENCY.

C. The CONTRACTOR, upon demand, and at no additional cost to the AGENCY, will ensure the duplication and transfer of any records or documents during the required retention period set forth in Article 16, Paragraph B. These records will be subject at all reasonable times to inspection, review, copying, and audit by federal, state, or other personnel duly authorized by the AGENCY or by operation of law.

D. The CONTRACTOR will, at all reasonable times, without notice, for as long as records are maintained, provide persons duly authorized by the AGENCY or Federal law pursuant to 45 C.F.R. § 92.36(i)(10), full access to and the right to examine any of the CONTRACTOR's contracts and related books, papers, documents, and records which are directly pertinent to this CONTRACT and the funds provided hereunder, regardless of the form in which such documents are kept.

E. The CONTRACTOR will provide a financial and compliance audit to the AGENCY as specified in this CONTRACT and in Exhibit 2 and ensure that all related party transactions are disclosed to the auditor.

ARTICLE 17. COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055(5), Florida Statutes, the CONTRACTOR, and any subcontractor to CONTRACTOR, understands and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

ARTICLE 18. MONITORING

The CONTRACTOR will permit persons duly authorized by the AGENCY to conduct on-site visits, inspect, and copy any records, papers, documents, facilities, goods and services of the CONTRACTOR which are relevant to this CONTRACT, and to employees and subcontractor's employees of the CONTRACTOR concerning the performance of the terms and conditions of this CONTRACT. Following such review, the AGENCY will deliver to the CONTRACTOR a written report of its findings, and the AGENCY may require the CONTRACTOR to develop a corrective action plan if the AGENCY, in its sole discretion, determines that such a plan is necessary. The CONTRACTOR will timely correct all deficiencies identified in any written report delivered by the AGENCY.

ARTICLE 19. NOTICE

Except as otherwise specified herein, all formal notices required under this CONTRACT will be in writing and sent by a method of email, or by hand delivery either, in the case of AGENCY, to its Contract Manager, or, in the case of the CONTRACTOR, to the representative responsible for administration of the program.

ARTICLE 20. LIABILITY AND ACCOUNTABILITY

The CONTRACTOR, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability because of actions taken by those persons while acting within the scope of their authority during the existence of this CONTRACT and any renewal and extension thereof. Upon execution of this CONTRACT, the CONTRACTOR will furnish the AGENCY written verification through a Certificate of Coverage supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The AGENCY reserves the right to require additional insurance as specified in this CONTRACT.

ARTICLE 21. INDEPENDENT CONTRACTOR

A. The CONTRACTOR is an independent contractor and not an officer, employee, agent, servant, joint venturer, or partner of the state of Florida, except where the CONTRACTOR is a state AGENCY. Neither the CONTRACTOR nor its agents, employees, subcontractors, or assignees will represent to others that the CONTRACTOR has the authority to bind the AGENCY. This CONTRACT does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the CONTRACTOR performing its duties or obligations under this CONTRACT. The CONTRACTOR will take such actions as may be necessary to ensure that each subcontractor of the CONTRACTOR will be deemed an independent contractor and will not be considered or permitted to be an employee, agent, servant, a joint venturer, or partner of the state of Florida. The AGENCY will not furnish support services (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the CONTRACTOR, or its subcontractor or assignee, unless specifically agreed in writing by the AGENCY.

B. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the CONTRACTOR, the

CONTRACTOR's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the CONTRACTOR.

ARTICLE 22. PUBLIC RECORDS

A. The CONTRACTOR will comply with Chapter 119, Florida Statutes, Florida's public records law. Pursuant to section 119.021, Florida Statutes, the CONTRACTOR will keep and maintain public records required by the AGENCY to perform all services required under this CONTRACT. A request to inspect or copy public records relating to this CONTRACT must be made directly to the AGENCY. If the AGENCY does not possess the requested records, the AGENCY will immediately notify the CONTRACTOR of the request. Upon request by the AGENCY to inspect or copy public records relating to this CONTRACT, the CONTRACTOR will provide the AGENCY with a copy of the requested records at no cost to the AGENCY or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONTRACTOR must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this CONTRACT, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the CONTRACT term and following completion of the CONTRACT if the CONTRACTOR does not transfer the records to the AGENCY.

B. If the CONTRACTOR fails to provide the public records to the AGENCY within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this CONTRACT by the AGENCY. In the event the CONTRACTOR's business closes or the CONTRACTOR is permanently unable to perform under this CONTRACT, the CONTRACTOR will electronically transfer, at no cost, all public records to the AGENCY upon becoming aware of any impending closure or event that renders the CONTRACTOR unable to perform said services. Upon completion of this CONTRACT, the CONTRACTOR will keep and maintain public records required by the AGENCY to perform the services to be provided in the scope of this CONTRACT, or electronically transfer in a file format compatible with the information technology systems of the AGENCY, at no cost to the AGENCY, all public records in possession of the CONTRACTOR. If the CONTRACTOR transfers all public records to the AGENCY upon completion or termination of the CONTRACT, the CONTRACTOR will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the CONTRACT, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the AGENCY, upon request of its Custodian of Public Records, at no cost to the AGENCY, in a format compatible with the information technology systems of the AGENCY. The AGENCY may unilaterally terminate this CONTRACT if the CONTRACTOR refuses to allow access to all public records made or maintained by the CONTRACTOR in conjunction with this CONTRACT, unless the records are exempt from section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT 850-414-

3634, publicrecordsrequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399.

ARTICLE 23. EMPLOYMENT

A. The employment of unauthorized aliens by the CONTRACTOR is considered a violation of 8 C.F.R. Section 274A(a) of the Immigration and Nationality Act. Knowingly employing unauthorized aliens will be grounds for immediate termination of this CONTRACT.

B. E-Verify: In accordance with section 448.095(2), Florida Statutes, the CONTRACTOR must register with and use the U.S. Department of Homeland Security's E-Verify system: <https://e-verify.gov/employers>, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR will maintain a copy of such affidavit for the duration of the contract. The AGENCY may request documentation of compliance with this provision at any time during the CONTRACT term. The CONTRACT may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 24. NONDISCRIMINATION

The CONTRACTOR will comply with all federal, state, local laws and ordinances applicable to the work and will not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

ARTICLE 25. CONFIDENTIALITY OF CLIENT INFORMATION

The CONTRACTOR agrees not to use or disclose any information concerning a recipient of services under this CONTRACT for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

ARTICLE 26. PUBLICITY

Without limitation, the CONTRACTOR and its employees, agents, and representatives will not, without prior AGENCY written consent in each instance, use any state mark, the name of any state AGENCY or other Florida body politic, or the name of any official, officer or employee of the State, in advertising, publicity or any other promotional endeavors. The CONTRACTOR and its employees, agents and representatives will not, without prior AGENCY written consent, represent, directly or indirectly, that any product or service provided by the CONTRACTOR has been approved or endorsed by the AGENCY, the Attorney General, the state of Florida, or any state AGENCY or other Florida body politic, official, officer or employee of the State, or refer to the existence of this CONTRACT in press releases, advertising or promotional materials distributed to the CONTRACTOR's prospective customers.

ARTICLE 27. PUBLIC ENTITY CRIME AND DISCRIMINATION

A. Pursuant to section 287.133(2)(a), Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the AGENCY: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real

property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By entering into this CONTRACT, the CONTRACTOR certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the AGENCY within five days of its, or any affiliate's, placement thereon.

B. Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on persons placed on the discriminatory vendor list to transact business with the AGENCY. An entity or affiliate (as defined) who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date the entity or affiliate was placed on the discriminatory vendor list, pursuant to section 287.134, Florida Statutes. By entering into this CONTRACT, the CONTRACTOR certifies that neither it nor any affiliate has been placed on such discriminatory vendor list and will notify the AGENCY within five days of its, or any of its affiliate's, placement thereon.

ARTICLE 28. GIFTS AND GRATUITIES

The CONTRACTOR will not offer or give any gift or any form of compensation to any AGENCY employee. As part of the consideration for this CONTRACT, the Parties intend that this provision will survive the CONTRACT for a period of two years. In addition to any other remedies available to the AGENCY, any violation of this provision will result in referral of the CONTRACTOR's name and description of the violation of this term to the Florida Department of Management Services for the potential inclusion of the CONTRACTOR's name on the suspended vendors list for an appropriate period. The CONTRACTOR will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 29. PATENTS, COPYRIGHTS, AND ROYALTIES

A. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this CONTRACT, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this CONTRACT are hereby reserved to the state of Florida.

B. If any books, manuals, films, or other copyrightable materials are produced, the CONTRACTOR will identify all such materials to the AGENCY. Any and all copyrights accruing under or in connection with performance under this CONTRACT are hereby reserved to the state of Florida.

C. The CONTRACTOR and its subcontractors hereby assign to the AGENCY or the AGENCY's designee, for no additional consideration, all the CONTRACTOR's rights, including copyrights, in all deliverables and other works prepared by the CONTRACTOR or its subcontractors under this CONTRACT. The CONTRACTOR will, and will cause its employees, and subcontractors to, promptly sign and deliver any documents and take any actions that the AGENCY reasonably requests to establish and perfect the rights assigned to the AGENCY or its designee under this provision.

D. The CONTRACTOR will indemnify, defend, and hold the AGENCY and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted work or patented, or unpatented invention, process, or article manufactured or used by the CONTRACTOR in the performance of this CONTRACT. The CONTRACTOR will indemnify, defend, and hold the AGENCY and its employees harmless from any claim against the AGENCY for infringement of patent, trademark, copyright, or misappropriation of trade secrets. The AGENCY will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the CONTRACTOR may, at its option and expense, procure for the AGENCY, the right to continue use of, or replace or modify the article or work to render it non-infringing. If the CONTRACTOR uses any design, device, or materials covered by a patent or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this CONTRACT includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this CONTRACT.

E. All subcontracts entered into by the CONTRACTOR must specify that all patent rights and copyrights are reserved to the State of Florida, as set forth in this Article.

ARTICLE 30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The CONTRACTOR will, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. § 1320d) as well as all regulations promulgated thereunder (45 C.F.R. Parts 160, 162, and 164).

ARTICLE 31. CONSTRUCTION OR RENOVATION OF FACILITIES USING STATE FUNDS

Any state funds provided for the purchase of or improvements to real property are contingent upon the CONTRACTOR granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, if the CONTRACTOR disposes of the property before the AGENCY's interest as set forth in this Article expires or is vacated, the CONTRACTOR will refund the proportionate share of the state's initial investment, as determined by the AGENCY.

ARTICLE 32. INDEMNIFICATION

A. The CONTRACTOR will be liable for and indemnify, defend, and hold the AGENCY and all its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the CONTRACTOR and its agents, employees and subcontractors during the performance or operation of this CONTRACT or any subsequent modifications or extensions thereof.

B. The CONTRACTOR's evaluation or inability to evaluate its liability will not excuse the CONTRACTOR's duty to defend and to indemnify the AGENCY within seven days after notice by the AGENCY. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the CONTRACTOR not liable will excuse performance of this provision. The CONTRACTOR will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the AGENCY. The AGENCY's failure to notify the CONTRACTOR of a claim will not release the CONTRACTOR from these duties. The CONTRACTOR will not be liable for claims, suits, judgments, or damages arising solely from the negligent acts of the AGENCY.

C. The CONTRACTOR will be fully liable for the actions of its agents, employees, or subcontractors associated with providing services under the terms and conditions of this CONTRACT.

This includes, but is not limited to, all premises liability and any liability arising out of any travel taken by any agent, employee, or subcontractor of CONTRACTOR or by any recipient of CONTRACTOR's services.

D. The CONTRACTOR will not be liable for claims, suits, judgments, or damages arising out of the sole negligent acts of the AGENCY.

NOTE: The indemnification provisions of this CONTRACT are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 33. THIRD PARTY RIGHTS

This CONTRACT and the rights and obligations created by it are intended for the sole benefit of the AGENCY and the CONTRACTOR. No third party to this CONTRACT, including any recipients serviced by the CONTRACTOR, have any rights under this CONTRACT. No third party may rely upon this CONTRACT, or the rights and representations created by it for any purpose.

ARTICLE 34. TERMINATION

A. This CONTRACT may be terminated by either party without cause upon not less than 30 calendar days' written notice to the other party unless a shorter time is mutually agreed upon in writing.

B. In the event funds for payment pursuant to this CONTRACT become unavailable, the AGENCY may terminate this CONTRACT upon no less than 24 hours written notice to the CONTRACTOR. The AGENCY will be the final authority as to the availability and adequacy of funds.

C. Failure of the CONTRACTOR to perform its contractual duties or obligations in a manner satisfactory to the AGENCY will be grounds for termination for cause. This CONTRACT may be terminated for cause upon no less than 24 hours written notice to the CONTRACTOR. Waiver of breach of any provisions of this CONTRACT will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms and conditions of this CONTRACT. The provisions herein do not limit the AGENCY's right to any remedies at law or in equity.

D. In the event this CONTRACT is terminated, or, in any event, upon its expiration, all supplies, equipment and property purchased with funds paid hereunder will be returned to the AGENCY. Any finished or unfinished documents, data, studies, correspondence, reports, and other products prepared by or for the CONTRACTOR under this CONTRACT will be made available to and for the exclusive use of the AGENCY. The CONTRACTOR will return all unexpended funds to the AGENCY within 30 days of the earliest of either the effective date of termination or the date of expiration of the CONTRACT.

E. Notwithstanding the above, the CONTRACTOR will not be relieved of liability to the AGENCY for damages sustained by the AGENCY by any termination or breach of this CONTRACT by the CONTRACTOR.

F. In the event this CONTRACT is terminated, the CONTRACTOR will be reimbursed for costs of services provided through the effective date of termination, only if proper and complete documentation to support such reimbursement is received by the AGENCY within 30 days following the effective date of termination of this CONTRACT.

G. Notices under this Article will be delivered by a method of email, or by hand delivery, either, in the case of the AGENCY, to its contract manager or, in the case of the CONTRACTOR, the representative responsible for administration of the program.

ARTICLE 35. AMENDMENTS

A. This CONTRACT may not be amended or modified except in a writing signed by the AGENCY and CONTRACTOR. A party may request reasonable changes to the provisions of, or scope of services to be performed pursuant to the approved scope of services. Such changes that are mutually agreed upon by all parties must be confirmed in writing in a formal amendment by each party prior to taking effect. Any modifications must comply with the requirements of Ch. 2023-239, §4 at line 1342A, Laws of Florida.

B. No amendments or modifications can be made after the earlier of the end of the Contract Term, the termination of this CONTRACT pursuant to Article 34 or when the Total CONTRACT Amount has been paid by AGENCY to CONTRACTOR.

ARTICLE 36. REPRESENTATIVES

A. CONTRACTOR name, as shown on page 1 of this CONTRACT, and mailing address of the official payee to whom the payment will be made is:

Name: Mid Florida Community Services, Inc. - Children's Advocacy Center of Hernando County
Address: 820 Kennedy Blvd
City, State Zip: Brooksville, Florida 34601
Telephone Number: (352) 796-1425
Email Address: mkline@mfc.us.com

B. The name of the contact person and street address where financial and administrative records are maintained is:

Name: Kris Bates
Title: CFO
Address: 820 Kennedy Blvd
City, State Zip: Brooksville, Florida 34601
Telephone Number: (352) 796-1425
Email Address: kbates@mfc.us.com

C. The name, title, address, and telephone number of the representative of the CONTRACTOR responsible for administration of the program under this CONTRACT is:

Name: Mat Kline
Title: CEO
Address: 820 Kennedy Blvd
City, State Zip: Brooksville, Florida 34601
Telephone Number: (352) 796-1425
Email Address: mkline@mfc.us.com

D. The name, title, address, and telephone number of the contract manager for the AGENCY for this CONTRACT is:

Name: Karen O'Bryan
Title: Assistant Bureau Chief
Address: PL-01, The Capitol
City, State Zip: Tallahassee, Florida 32399-1050
Telephone Number: (850) 414-3300
Email Address: Karen.OBryan@myfloridalegal.com

In the event of any change concerning any above representative, contract manager or office (names, addresses, telephone numbers), notice of such change will be provided in writing to the other party and updated by the AGENCY as a modification to the approved budget proposal contained in the E-grants Management System, without the need for a formal amendment to this CONTRACT.

ARTICLE 37. GOVERNING LAW

This CONTRACT is executed and entered into in the state of Florida, and will be construed, performed and enforced in all respects in accordance with Florida law without reference to conflict of laws principles.

ARTICLE 38. JURISDICTION AND VENUE

Jurisdiction and venue for any action or proceeding arising out of, relating to, or in connection with this CONTRACT will lie exclusively in the courts of the state of Florida in Leon County, Florida.

ARTICLE 39. ENTIRE CONTRACT

This CONTRACT and its attachments, Attachment A, Attachment B, and any additional exhibits referenced therein, and any documents incorporated by reference, including the approved General Revenue Budget Proposal and the Deliverables contained in the E-grants Management System, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this CONTRACT will supersede all previous communications, representations, or CONTRACTs, either verbal or written between the parties. If any term or provision of this CONTRACT is determined by a court of law to be unlawful or unenforceable, the remainder of the CONTRACT will remain in full force and effect.

By signing this CONTRACT, the parties have read and agree to the entire CONTRACT, as described in Article 39 above.

IN WITNESS THEREOF, the parties hereto caused this CONTRACT to be executed by their undersigned officials as duly authorized.

CONTRACTOR: Mid Florida Community Services, Inc. - Children's Advocacy Center of Hernando County



Jan 12, 2024

CONTRACTOR REPRESENTATIVE (DATE)

CEO

TITLE OF CONTRACTOR REPRESENTATIVE



FEDERAL EID # of CONTRACTOR

CONTRACTOR Fiscal Year Ending Date 2024

**AGENCY: Office of the Attorney General
Department of Legal Affairs
State of Florida**



Jan 12, 2024

**JOHN GUARD (DATE)
CHIEF DEPUTY ATTORNEY
GENERAL**

Organization Information

Budget Proposal Number: GR-2023-Mid Florida Community Services, Inc.-00023

Grant Year: July 1, 2023 - June 30, 2024

Type of Agency or Organization *

Non-Profit

Governmental

Upload your organization's most recent IRS 990: (required if Non-Profit selected above)

MFCS Form 990 for 2022.pdf.zip

Organization Information

Name of Agency or Organization: *Mid Florida Community Services, Inc. **

Organization Mailing Address: *711 Benton Avenue **

City: *Brooksville **

State: *Florida*

Zip: *34601-3227 **

Federal Identification Number: [REDACTED]

Participating Counties: *Hernando County **

Applicable Judicial Circuits: *5th **

Total Budget Request: *\$1,000,000.00*

Contact Information

Individual to Contact in Case of Questions: *Janine Kell **

Phone Number: *(352) 442-2000 **

Email Address: *jkell@mfcs.us.com **

Coordination of Services

Use the fields below to identify agencies with which the organization will coordinate its services. If needed, pressing the + button will provide additional rows. Pressing the - button will remove added rows.

Name of Agency: *Proud Pelican **

Name of Agency: *Procivil*

Name of Agency:

Name of Agency:

Name of Agency:

Name of Agency:

Certification Signatures

Organization Name: *Mid Florida Community Services, Inc.*

Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

All information provided is considered a public record subject to disclosure pursuant to Chapter 119, F.S. Anyone claiming an exemption from the public records disclosure requirements of Chapter 119, F.S., must affirmatively inform our program in writing of all information to be protected and the basis for same per Florida Statutes.

Program Director Information

Prefix: *Ms. ** Name: *Janine Kell **
 Title: *Director **
 Business Address: *711 Benton Avenue **
 City: *Brooksville ** State: *Florida*
 Zip: *34601-3227 **
 Phone Number: *(352) 442-2000 ** Fax Number: *(352) 251-3304 **
 Email: *jkell@mfcs.us.com **

I acknowledge that I have read, understood, and agree to the conditions set forth in the Florida General Revenue Budget Proposal package for the duration of the Agreement Term. Funds approved in "the approved budget proposal contained in the E-grants Management System" may not be used for donations, contributions, or other types of like expenditures. All funds, without exception, not utilized by this budget proposal must be returned to the Office of the Attorney General. Further, I certify the information in this application is true, complete, and correct.

Authorizing Official Information

Prefix: *Mr. ** Name: *Mat Kline **
 Title: *CEO **
 Business Address: *820 Kennedy Blvd **
 City: *Brooksville ** State: *Florida*
 Zip: *34601 **
 Phone Number: *(352) 796-1425 ** Fax Number: *(352) 251-3304 **
 Email: *mkline@mfcs.us.com **

I acknowledge that I have read, understood, and agree to the conditions set forth in the Florida General Revenue Budget Proposal package for the duration of the Agreement Term. Funds approved in "the approved budget proposal contained in the E-grants Management System" may not be used for donations, contributions, or other types of like expenditures. All funds, without exception, not utilized by this budget proposal must be returned to the Office of the Attorney General. Further, I certify the information in this application is true, complete, and correct.

Financial Officer Information

Prefix: *Mr. ** Name: *Kris Bates **
 Title: *CFO **
 Business Address: *820 Kennedy Blvd **
 City: *Brooksville ** State: *Florida*
 Zip: *34601 **
 Phone Number: *(352) 796-1425 ** Fax Number: *(352) 251-3304 **
 Email: *kbates@mfcs.us.com **

I acknowledge that I have read, understood, and agree to the conditions set forth in the Florida General Revenue Budget Proposal package for the duration of the Agreement Term. Funds approved in "the approved budget proposal contained in the E-grants Management System" may not be used for donations, contributions, or other types of like expenditures. All funds, without exception, not utilized by this budget proposal must be returned to the Office of the Attorney General. Further, I certify the information in this application is true, complete, and correct.

Board of Directors

Organization Name: *Mid Florida Community Services, Inc.*
Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

Position on Board	Name	Email Address	Exempt
Chairman/President:	<i>Jennene Norman-Vacha</i>	<i>jnvacha@myhrpartners.com</i>	
Vice Chairman/Vice President:	<i>Steve Champion</i>	<i>schampion@hemandocounty.us</i>	
Treasurer:	<i>Brenda Mobley</i>	<i>bgobin@mfcs.us.com</i>	
Secretary:	<i>Brenda Mobley</i>	<i>bgobin@mfcs.us.com</i>	
Immediate Past President:	<i>Tommy Blackmon</i>	<i>tblackmon@mfcs.us.com</i>	
Board Member:	<i>Aaron Lyon</i>	<i>a4lyon@aol.com</i>	

Mission Statement and Area Served Information

Organization Name: *Mid Florida Community Services, Inc.*
Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

Mission Statement:

Children's Advocacy Center of Hernando County Mission Statement:

The Children's Advocacy Center of Hernando County is dedicated to reducing trauma and healing victims of child abuse and their families through intervention, prevention, education, and therapy.

Mid Florida Community Services, Inc. Mission Statement:

Mid Florida Community Services, Inc.'s mission is to strengthen partnerships, mobilize resources, and provide integrated services that promote self-sufficiency for individuals and families in the communities in which they live.

*

Information about Area Served

Population Served by Organization:	200,638 *
Crime Rate per County Served (per UCR):	1449.1 *
Number of Local Law Enforcement Agencies:	1 *
Number of Community Events in Area Served:	10 *

Previous Activity

Organization Name: *Mid Florida Community Services, Inc.*
Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

Upload statistical information comparing the previous three (3) complete OAG budget proposal years, detailing the impact this funding proposal has had on your program.

Upload Document: *GR GRANT.docx*

Programmatic and Fiscal Evaluation

Organization Name: *Mid Florida Community Services, Inc.*

Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

State in this section what has been successful and what has not been successful and determine if programmatic cost from previous year and year-to date have been cost effective and productive.

*This is the first year of the grant so I have no information to provide. **

Performance Measures Review

Organization Name: *Mid Florida Community Services, Inc.*

Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

Will your Performance Measures from the current grant year be achieved by your organization? If yes, please give a brief narrative of your achievements. If no, give reason why you were unable to meet your established Performance Measures and did you require a Program Modification?

*This is the first year of the grant and have no information. We anticipate being able to meet our deliverables. **

Project Deliverables

Organization Name:

Budget Proposal Number:

A. Provide a related Scope of Work and a related Deliverable as described in your project proposal. The Document Support and Financial Consequences will be completed by the Office of the Attorney General (OAG).

B. Each Scope of Work must clearly establish the task the subrecipient is required to perform.

Each project deliverable must be described in quantifiable units. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of services to be performed. Each deliverable must be maintained on a monthly basis and provided in accordance with the General Revenue agreement; the data will be required with each invoice. Deliverables must be submitted in a format that includes a monthly and cumulative total in accordance with the General Revenue agreement. If applicable, a project timeline will need to be included as part of the deliverables. (Provide response in the text box below.)

C. **Example Scope of Work:** The provider must assign no more than 3 students to each of the 3 qualified mentors. The mentors must provide a minimum of 2 hours of mentoring services (Attachment C) per student every week after school Mon-Fri 3pm-6pm from July 1, 2023-June 30, 2024, at the provider's location: 123 Learning Lane. (299 characters out of 1000 limit)

D. **Example Deliverables:** The provider will mentor at a minimum 9 students for 2 hours per week for a total of 72 student hours each month by providing educational services in accordance with the Scope of Work. (184 characters out of 1000 limit)

E. **Please note:** Document Support and Financial Consequences will be completed by the OAG.

DELIVERABLES

Scope of Work	Deliverables	Document Support	Financial Consequences
<p>1 The Provider will submit twelve (12) complete General Revenue Reimbursement Requests with signatures, to include all required support documentation, by the 20th of the following month. The Provider will submit one (1) Final Reimbursement Expenditure Report which must be time stamped in the OAG grant management system on or before August 15. If any due date falls on a Saturday, a Sunday, or a federal holiday, then the system timestamp must be on or before the next business day. Please note, completing a reimbursement does not indicate your agency/organization has submitted a reimbursement, you must change the status to "Reimbursement Request Submitted."</p>	<p>The Provider will submit twelve (12) monthly and one (1) Final, complete General Revenue Reimbursement Requests with signatures which must be time stamped in the OAG grant management system on or before the required submission date, even if no expenses were incurred. If the required submission date falls on a Saturday, a Sunday, or a federal holiday, then the time stamp must be on the next business day. The monthly reimbursement request shall include all invoices and required support documentation for expenditures. The performance report shall include all required support documentation for determining the completion status of deliverables. The expenditure and deliverable reports must be entered and uploaded in the OAG grant management system and change the status to "Reimbursement Request Submitted," within the above time frame.</p>	<p>Provider's total monthly reimbursement will be reduced by 3% if the Provider fails to have their General Revenue Reimbursement Requests with signatures and which must be time stamped in the OAG grant management system on or before the required submission date, even if no expenses were incurred. If the required submission date falls on a Saturday, a Sunday, or a federal holiday, then the time stamp must be on the next business day.</p>	<p>The OAG grant staff will utilize the timestamp in the OAG grant management system to determine whether or not this deliverable has been achieved. if the Provider wishes to dispute the date as time stamped in the OAG grant management system, the Provider must submit proof of their submission having occurred prior to the deadline.</p>

<p>2</p> <p><i>During the course of the grant year 7/1/23-6/30/24, the provider will purchase property in Hernando County on or before June 30, 2024, to build the new Children's Advocacy Center. Funds will be used to purchase land and construct, at a minimum, 7,000 square foot building for the Children's Advocacy Center of Hernando County. This building will provide a safe, child friendly, environment for children to disclose abuse and heal from it. It will include medical rooms, interview rooms, observation rooms for law enforcement and DCF to observe the interviews, and therapy rooms.</i></p>	<p><i>The property will close on or before June 30, 2024 to enable us to begin designing and building the new CAC to serve child victims in Hernando County.</i></p>	<p><i>Any and all documents pertaining to the purchase of the property.</i></p>	<p><i>If the PROVIDER fails to achieve the deliverable in accordance with the agreement, the PROVIDER will be assessed a financial consequence in the amount of 3% of the total reimbursement request.</i></p>
<p>3</p> <p><i>To facilitate the design of a new child advocacy center which will increase MFCS's ability to provide services to child abuse victims. We will contract with a licensed contractor to build the new CAC so we are able to serve more victims. This will be completed during the grant year, July 1, 2023-June 30, 2024.</i></p>	<p><i>The provider will contract with a licensed contractor to design the new center in accordance with the scope of work. Completion will take place by June 30, 2024.</i></p>	<p><i>Copy of signed contract and any attachments.</i></p>	<p><i>If the PROVIDER fails to achieve the deliverable in accordance with the agreement, the PROVIDER will be assessed a financial consequence in the amount of 3% of the total reimbursement request.</i></p>
<p>4</p> <p><i>To reinstate the master plan to rezone the property located on Jacqueline Road, Parcel # 1590497, Hernando County, Florida to commercial. It was zoned commercial but the master plan expired. This will be completed during the grant year, July 1, 2023-June 30, 2024.</i></p>	<p><i>The provider will contract with a civil engineer who will complete all steps required by the county for the master plan. The application will be filed in December, 2023 and the approval by the county will be completed on or before June 30, 2024.</i></p>	<p><i>Copy of all rezoning paperwork.</i></p>	<p><i>If the PROVIDER fails to achieve the deliverable in accordance with the agreement, the PROVIDER will be assessed a financial consequence in the amount of 3% of the total reimbursement request.</i></p>

Contractual Budget

Organization Name: *Mid Florida Community Services, Inc.*

Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

If your organization does **NOT** have any contractual expenses to enter, please check this box and save the page. This will allow you to move forward in the process without having to fill out this form.

Provide information on all proposed expenditures in the appropriate budget proposal categories. Items must meet these three (3) directives; "**reasonable**," "**allowable**," and "**necessary**." Place the types of services or items your organization will obtain from independent contractors (or independent contracted sub units of your organization) in this section, which will be used to meet the terms of your program budget proposal and results in the achievement of the programs' deliverables. Contractual services definition - *the rendering by a contractor of its time and effort rather than the furnishing of specific commodities*. If awarded funds in this category, any purchase exceeding \$2,500.00 with any one company during the course of the grant year must include a quote process that demonstrates the best value that includes, but is not limited to, price, quality, design, and workmanship. Any purchases exceeding \$35,000.00 (Category II) with any one company during the course of the grant year will need to follow the process set forth in Chapter 287, Florida Statutes.

CONTRACTUAL EXPENSES

Item	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
<i>Purchase of Property</i>	<i>\$451,000.00</i>	<i>45.10%</i>	<i>1</i>	<i>\$451,000.00</i>	<i>\$425,000 will be used to purchase up to 5 acres of commercial property on Jacqueline Road, Brooksville, Florida, Hernando County, to construct, at a minimum, a 7000 square foot building to provide a child friendly safe environment where children who are victims of child abuse can disclose their abuse and begin healing from the trauma they endured. These funds include all closing costs associated with the purchase. We are currently under contract on Parcel Key 1590497 on Jacqueline Road. Expected date to close is May 31, 2024.</i>
<i>Building Contractor</i>	<i>\$539,000.00</i>	<i>53.90%</i>	<i>1</i>	<i>\$539,000.00</i>	<i>The building contractor will be responsible for the oversight of the construction of the new building. The \$539,000 will be spent through the end of June 30, 2024. We will seek 3 written quotes once the master plan is approved.</i>
<i>Master Plan Rezoning- Procivil360</i>	<i>\$10,000.00</i>	<i>1.00%</i>	<i>1</i>	<i>\$10,000.00</i>	<i>The property needs to be rezoned. It was zoned commercial but the master plan expired and therefore the county requires it to be updated. The civil engineer will prepare a preliminary site plan, meet with county staff, submit application, and represents MFCS at planning and zoning meetings. Agreement attached. 3 quotes were requested.</i>
TOTALS		100.00%		\$1,000,000.00	

Equipment Budget

Organization Name:

Mid Florida Community Services, Inc.

Budget Proposal Number: GR-2023-Mid Florida Community Services, Inc.-00023

If your organization does NOT have any equipment expenses to enter, please check this box and save the page. This will allow you to move forward in the process without having to fill out this form.

Provide information on all budget proposal expenditures in the appropriate budget category. Items must meet these three (3) directives; "reasonable", "allowable", and "necessary". Items included in this section are furniture and/or equipment. If awarded funds in this category, any purchase exceeding \$2,500.00 with any one company during the course of the grant year must include a quote process that demonstrates the best value that includes, but is not limited to, price, quality, design, and workmanship. Any purchases exceeding \$35,000.00 (Category II) with any one company during the course of the grant year will need to follow the process set forth in Chapter 287, Florida Statutes. In the event this budget proposal is terminated, or, in any event, upon its expiration, all supplies, equipment and property purchased with budget proposal funds will be returned to the Office of the Attorney General.

EQUIPMENT EXPENSES

Item	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
	\$	0.00%		\$0.00	
TOTALS		0.00%		\$0.00	

Operating Budget

Organization Name: *Mid Florida Community Services, Inc.*

Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

If your organization does NOT have any operating expenses to enter, please check this box and save the page. This will allow you to move forward in the process without having to fill out this form.

Provide information on all budget proposal expenditures in the appropriate budget category. Items must meet these three (3) directives; "**reasonable**", "**allowable**", and "**necessary**". Office supplies such as paper, pencils, toner, printing, books, postage, transportation for clients/victims; monthly service costs for telephone or utilities; staff mileage within the program area, etc. In the narrative section, provide a brief description of the operating expenses and note if the cost is pro-rated. Indicate how the number and cost of services requested were determined (by FTE? by % use? by sq/ft? internet research, etc?). If awarded funds in this category, any purchase exceeding \$2,500.00 with any one company during the course of the grant year must include a quote process that demonstrates the best value that includes, but is not limited to, price, quality, design, and workmanship. Any purchases exceeding \$35,000.00 (Category II) with any one company during the course of the grant year will need to follow the process set forth in Chapter 287, Florida Statutes.

OPERATING EXPENSES

Item	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
	\$	0.00%		\$0.00	
Total Operating Expenses		0.00%		\$0.00	

Salaried Employees

Organization Name: *Mid Florida Community Services, Inc.*
Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

If your Organization does NOT have any salaried/hourly positions to enter, please check this box and save the page. This will allow you to move forward in the application process without having to fill out this form.

Complete the tables below and provide information about each position requested. Data enter the **Position Number**, **Position Title**, **Employee Name** and fill in a description for the **Personnel Narrative**.

The **Position Number** must be at least 4 characters in length.

For the **Personnel Narrative**, in detail, describe how the position will be used to advance the organization's initiative and how it is "reasonable", "allowable", and "necessary". Provide a job description for all staff who work on this project. Failure to provide an allowable job description may result in a reduction of your request. The job description must reflect allowable activities that are to be funded by the program budget proposal.

Position Number	Position Title	Employee Name	Percent GR Funded
*	*	*	%*
Personnel Narrative:	*		

Document Upload:

The second table will display after selecting a position type and will require data entry of any benefits provided by Employer or contributed to by the employee unless a rate is required, then the rate will be entered and the amount will be calculated. This should include any benefits, employer payroll taxes, insurance allowances or other insurances provided by employer, workers compensation, employer deposits to 401K retirement plans, etc.

Pay Schedule: *

Select Position Type: *

For the Workers Comp and Unemployment (1st \$7K) Rate fields, please round your rate to the nearest 100th decimal place.

Hours Per Week		Yearly Employee	Rate	Yearly Employer	General Revenue
Hourly Rate	\$	Cost		Cost	% Funded
Gross Salary				\$0.00	\$0.00
FICA	\$		7.65%	\$0.00	\$0.00
Withholdings	\$				
Retirement	\$			\$	\$0.00
Health Ins.	\$			\$	\$0.00
Life Ins.	\$			\$	\$0.00
Dental Ins.	\$			\$	\$0.00
Workers Comp			%	\$0.00	\$0.00
Unemployment (1st \$7K)			%	\$0.00	\$0.00
Other Costs	\$			\$	\$0.00

TOTAL	\$0.00		\$0.00	\$0.00
For the Workers Comp and Unemployment (1st \$7K) Rate fields, please round your rate to the nearest 100th decimal place.				
Hours Per Week	Yearly Employee Cost	Rate	Yearly Employer Cost	General Revenue % Funded
	Cost		Cost	% Funded
Gross Salary			\$	\$0.00
FICA	\$	7.65%	\$0.00	\$0.00
Withholdings	\$			
Retirement	\$		\$	\$0.00
Health Ins.	\$		\$	\$0.00
Life Ins.	\$		\$	\$0.00
Dental Ins.	\$		\$	\$0.00
Workers Comp		%	\$0.00	\$0.00
Unemployment (1st \$7K)		%	\$0.00	\$0.00
Other Costs	\$		\$	\$0.00
TOTAL	\$0.00		\$0.00	\$0.00

Explanation for Other Costs (if applicable):
 Is this position Sworn or Non-Sworn?

*

Training Budget

Organization Name: *Mid Florida Community Services, Inc.*

Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

If your organization does **NOT** have any training expenses to enter, please check this box and save the page. This will allow you to move forward in the process without having to fill out this form.

Provide information on all budget proposal expenditures in the appropriate budget category. Items must meet these three (3) directives; "**reasonable**", "**allowable**", and "**necessary**". Training requested must be to enhance delivery of services. If awarded funds in this category, any purchase exceeding \$2,500.00 with any one company during the course of the grant year must include a quote process that demonstrates the best value that includes, but is not limited to, price, quality, design, and workmanship. Any purchases exceeding \$35,000.00 (Category II) with any one company during the course of the grant year will need to follow the process set forth in Chapter 287, Florida Statutes.

TRAINING EXPENSES

Item	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
	\$	0.00%		\$0.00	
TOTALS		0.00%		\$0.00	

Travel Budget

Organization Name: *Mid Florida Community Services, Inc.*

Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

If your organization does **NOT** have any travel expenses to enter, please check this box and save the page. This will allow you to move forward in the process without having to fill out this form.

Provide information on all budget proposal expenditures in the appropriate budget category. Items must meet these three (3) directives; "**reasonable**", "**allowable**", and "**necessary**". Travel expenses requested in the budget proposal will not be approved if they exceed allowable rates for state employee travel pursuant to section 112.061, Florida Statutes.

TRAVEL EXPENSES

Item	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
	\$	0.00%		\$0.00	
TOTALS		0.00%		\$0.00	

Budget Summary

Organization Name: *Mid Florida Community Services, Inc.*
Budget Proposal Number: *GR-2023-Mid Florida Community Services, Inc.-00023*

Budget Category	%	Total Cost
Contractual	100.00 %	\$1,000,000.00
Equipment	0.00%	\$0.00
Operating Expenses	0.00 %	\$0.00
Salaried Employees	0.00 %	\$0.00
Training	0.00%	\$0.00
Travel	0.00%	\$0.00
Requested Total	100.00 %	\$1,000,000.00
Award Amount	\$1,000,000.00	



ATTACHMENT A **Florida Single Audit Act Requirements**

The administration of resources awarded by the Agency to the PROVIDER may be subject to audits and monitoring by the Agency or its designee as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200, Subpart F and section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Agency staff, limited scope audits as defined by 2 C.F.R. § 200, as revised, and other procedures. By entering into this agreement, the PROVIDER agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event the Agency determines that a limited scope audit of the PROVIDER is appropriate, the PROVIDER agrees to comply with any additional instructions provided by the Agency staff to the PROVIDER regarding such audit. The PROVIDER will comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the PROVIDER is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200, Subpart F, as revised.

1. In the event that the PROVIDER expends \$750,000 or more in Federal awards in its fiscal year, the PROVIDER must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. § 200, Subpart F, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Agency by this agreement. In determining the Federal awards expended in its fiscal year, the PROVIDER will consider all sources of Federal awards, including Federal resources received from the Agency. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. § 200, Subpart F, as revised. An audit of the PROVIDER conducted by the Auditor General in accordance with the provisions 2 C.F.R. § 200, Subpart F, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the PROVIDER will fulfill the requirements relative to auditee responsibilities as provided in Subpart C of 2 C.F.R. § 200, Subpart F, as revised.
3. If the PROVIDER expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. § 200, Subpart F, as revised, is not required. In the event that the PROVIDER expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit

conducted in accordance with the provisions of 2 C.F.R. § 200, Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from PROVIDER resources obtained from other than Federal entities).

4. **NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO:**
<https://apps.fldfs.com/fsaa/>

PART II: STATE FUNDED

This part is applicable if the PROVIDER is a non-state entity as defined by section 215.97(2), Florida Statutes.

1. In the event that the PROVIDER expends a total amount of state financial assistance equal to or in excess of \$750,000 in a fiscal year, the PROVIDER must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Agency by this agreement. In determining the state financial assistance expended in its fiscal year, the PROVIDER will consider all sources of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the PROVIDER will ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650, Rules of the Auditor General, (nonprofit and for-profit organizations).
3. If the PROVIDER expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the PROVIDER expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the PROVIDER's resources obtained from other than State entities).
4. **NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO:**
<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

Pursuant to section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. § 200, Subpart F, as revised, and required by PART I of this attachment will be submitted, when required by 2 C.F.R. § 200, Subpart F, as revised, by or on behalf of the PROVIDER directly to each of the following:

A. The Agency at the following address:

The Office of the Attorney General
Richard R. Nuss, Bureau Chief
Bureau of Criminal Justice Programs
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200, Subpart F, as revised (the number of copies required by 2 C.F.R. § 200, Subpart F, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with 2 C.F.R. §§ 200.320(e) and (f), 2 C.F.R. § 200, Subpart F, as revised.

2. If PROVIDER is a recipient or subrecipient as specified in Attachment A , PROVIDER will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:

A. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.

B. Provider must maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

- 1) Allowable under the contract and applicable laws, rules, and regulations;
- 2) Reasonable; and
- 3) Necessary in order for Provider to fulfill its obligations under this contract.

C. All documentation required by this section is subject to review by the Department and the state of Florida Chief Financial Officer. Provider must timely comply with any requests for documentation.

- D. Annual Financial Report. Within 45 days from the end of each contract year, but no later than submission of the final invoice for that year, submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
- E. To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
3. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with 2 C.F.R. § 200, Subpart F, as revised, is not required to be submitted to the Agency for the reasons pursuant to 2 C.F.R. § 200, Subpart F, as revised, PROVIDER will submit the required written notification pursuant to 2 C.F.R. § 200, Subpart and a copy of PROVIDER's audited schedule of expenditures of Federal awards directly to the Agency's Contract Manager listed in this Contract.
4. Copies of financial reporting packages required by PART II of this agreement will be submitted by or on behalf of the PROVIDER directly to each of the following:
- A. The Agency at the following address:
- The Office of the Attorney General
Rick Nuss, Bureau Chief
Bureau of Criminal Justice Programs
PL-01, The Capitol
Tallahassee, Florida 32399-1050
- B. The Auditor General's Office at the following address:
- Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
5. Copies of reports or the management letter required by PART III of this agreement will be submitted by or on behalf of the PROVIDER directly to the Agency's Contract Manager listed in this Contract.
6. Any reports, management letter, or other information required to be submitted to the Agency pursuant to this agreement will be submitted timely in accordance with 2 C.F.R. § 200, Subpart F, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
7. PROVIDERs, when submitting financial reporting packages to the Agency for audits done in accordance with 2 C.F.R. § 200, Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the PROVIDER in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. PROVIDER will retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and will allow the Agency or its designee, CFO, or Auditor General access to such records upon request. PROVIDER will ensure that audit working papers are made available to the Agency or its designee, CFO, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Agency.

NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

EXHIBIT – 1

**FEDERAL RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

No Federal Project Funds Awarded

**STATE RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

No Matching Funds for Federal Programs Awarded

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

<u>STATE PROJECT</u>	<u>AGENCY</u>	<u>PROJECT TITLE</u>	<u>AMOUNT</u>
#41.043	Office of the Attorney General	General Revenue	\$1,000,000.00

**TOTAL STATE FUNDS AWARDED SUBJECT TO SECTION 215.97, FLORIDA STATUTES
\$1,000,000.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT
TO THIS AGREEMENT ARE AS FOLLOWS:**

1. Activities Allowed
2. Allowable Cost
3. Cash Management
4. Equipment and Real Property Management
5. Period of Availability
6. Reporting

Specific compliance requirements for State financial assistance awarded pursuant to this agreement can be found on the Florida Single Audit Act website at: <https://apps.fldfs.com/fsaa/>

NOTE 2 C.F.R. § 200.400(d) of, Subpart F, as revised, and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the PROVIDER.



ATTACHMENT B
GENERAL REVENUE GRANTS/CONTRACTUAL SERVICES
PROGRAMATIC AND REPORTING REQUIREMENTS

Agency Name: Mid Florida Community Services, Inc. - Children's Advocacy Center of Hernando County

- 1) **Reimbursement Request/Expenditure Report Summary:** This form is considered the payment/reimbursement invoice and is the document submitted by the -General Revenue subgrantee staff to the AGENCY's (Office of the Attorney General) Finance Office and DFS for payment/reimbursement processing. The Invoice and all other required reports listed below, a - h and #4, must be submitted by the 20th day of the following month. If the 20th day falls on a Saturday, a Sunday, or a state holiday, the reports must be submitted by the next business day. Reports are due every month even if no expenditures are incurred, unless the Final Report has been submitted.
 - a) **Invoice Tracking: Contractual, Equipment, Operating, Salaried Employees, Training and Travel:** These forms are used to seek payment/reimbursement of allowable expenses as outlined in the approved budget proposal or as approved by the Agency under a Budget Modification. These forms must be included with the Reimbursement Request/Expenditure Report Summary and must be submitted by the 20th day of the following month. If the 20th day falls on a Saturday, Sunday, or a state holiday, then they must be submitted by the next business day.
 - b) **Project Specific Timesheet(s):** Project Specific Timesheet(s) notating the claimed pay period must be used to report time spent on the General Revenue grant/Contractual Services project. Only salary for time spent on activities related to the General Revenue grant/Contractual Services is payable/reimbursable. A Project Specific Timesheet(s) must be used by all organizations requesting payment/reimbursement of personnel expenses. The timesheet(s) must be completed for all staff including Executive Directors who are reimbursed from the General Revenue grant/Contractual Services. Failure to submit the Project Specific Timesheet(s) for any grant staff will result in removal of any requested personnel expenses until such time as the required Project Specific Timesheet(s) is submitted. The Project Specific Timesheet(s) must be submitted when claiming payment/reimbursement of personnel expenses. The form must be signed and dated by the employee and their supervisor. Executive Directors must sign and date their timesheet(s) and have their timesheet(s) authorized by a member of the Board of Directors when claiming payment/reimbursement of personnel expenses. Executive Directors may authorize the timesheet(s) of their staff providing staff is not related to the Executive Director. At least one Project Specific Timesheet must be used for each staff member. The organization may use as many timesheet(s) as necessary to report the appropriate time spent on the General Revenue grant/Contractual Services. (These forms are not required if the approved budget does not contain any personnel expenses.)
 - c) **Daily Vehicle Use Log:** This form is used to report mileage for activities related to the General Revenue grant within the organization's local service area. This form **is not** for use when travel is outside the organization's service area. The signature of the staff claiming mileage is required and the form must be signed by the Executive Director. Executive Directors must authorize the Daily Vehicle Use Log of their staff providing staff is not related to the Executive Director. Executive Directors are required to sign

and date their own Daily Vehicle Use Log and must have their Daily Vehicle Use Log authorized by a member of the Board of Directors when claiming payment/reimbursement of mileage expenses. (These forms are not required if the approved budget does not contain any mileage expenses.)

- d) **Property Inventory:** All property purchased pursuant to Chapter 273, Florida Statutes and Florida Administrative Code Chapter 69I-72, using grant/contractual funds, requires a Property Inventory Report be completed and submitted to the AGENCY at the time payment/reimbursement is requested. Payment/reimbursement will not be authorized until such time as the required Property Inventory Report has been submitted.
 - e) **Authorization to Incur Travel Expense:** Pursuant to Florida Administrative Code Rule 69I-42.003, form DFS-AA-13 will be used when requesting approval for travel. The form will be signed by the person requesting travel and their supervisor or an authorized member of the organization's Board of Directors. It must be completed prior to travel taking place and must evidence the estimated cost of travel as allowed under section 112.061, Florida Statutes. This form must be submitted along with the completed Travel Voucher when requesting payment/reimbursement of travel expenses associated with the General Revenue grant/contractual projects. This form should be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following the actual travel.
 - f) **Travel Voucher:** Pursuant to Florida Administrative Code Rule 69I-42.003, form DFS-AA-15 will be used when requesting payment/reimbursement for travel expenses associated with the General Revenue grant project. The form will be completed by all travelers requesting payment/reimbursement from the General Revenue Grant and will be prepared in strict compliance with section 112.061, Florida Statutes. The form will be signed by the traveler and the official authorizing the travel, a supervisor or an authorized member of the Board of Directors. Social Security numbers should not be placed on the form when submitting for payment/reimbursement. However, the organization must maintain information to correctly identify all authorized travelers under audit. Only those travel expenses associated with the General Revenue/contractual projects and in the program's approved budget are payable/reimbursable. This form should be submitted within the month travel occurred and travel payment/reimbursement is requested, if possible. It must, however, be submitted no later than the month following travel and must be accompanied with form DFS-AA-13, Authorization to Incur Travel Expense, and must be submitted at the time the monthly Invoice is submitted.
 - g) **Budget Modification:** The Budget Modification request must be completed and submitted to the AGENCY for approval prior to expenditure of any funds. Budget Modifications submitted after a purchase has been made will not be processed or approved. No Budget Modifications will be processed or approved after June 1st. Please ensure that all budget modifications provide that services will be received within the same grant year as the expenditure.
- 2) **Program Modifications:** The Program Modification Request form is used to request modifications to program deliverables and must be submitted on or before March 31st, for review to allow sufficient time for the program to meet any approved changes.
- 3) **Monthly Deliverables Report:** This form is used to provide information on the minimum performance measures required for all General Revenue grant/contractual funds and to justify payment/reimbursement. This form must be submitted when the Invoice is submitted, and the

organization must submit the required support documentation indicating completion or compliance with the required deliverables. Otherwise, the Invoice cannot be processed. If the organization fails to meet the minimum performance measures or provide the required support documentation, Financial Consequences will be applied pursuant to section 215.971(1) (c), Florida Statutes, and as written in the approved General Revenue Budget Proposal and the Deliverables contained in the E-grants Management System, which is incorporated hereto by reference, and together constitute the entire Agreement, under Financial Consequences.

- 4) **Final Invoice:** The Final Invoice for any given grant year must be submitted by no later than 45 days immediately following the conclusion of the previous grant year. If the 45th day falls on a Saturday, a Sunday, or a state holiday, then it must be submitted by the next business day, or payment/reimbursement will be disallowed. The final invoice is used to request payment/reimbursement of any expenses which occurred before the end of the current grant year, but invoices and statements were not received or paid until after the end of the current grant year. These expenditures may only be for the current grant year. No expenses for any subsequent grant years may be submitted on the Final Invoice. Final payment/reimbursement will not be made until all required reports have been submitted, unless the organization is required to comply with section 215.97, Florida Statutes, the Florida Single Audit Act, and has appropriately requested an extension of time to comply with same.
- 5) **Audit Report:** General Revenue grant/contractual recipients or counties required to have an audit under section 215.97, Florida Statutes or who expend in excess of \$750,000 in a fiscal year from all funding sources managed by a state agency, including federal financial assistance must generate and submit a copy of an appropriate audit no later than 180 days following the termination or expiration of the Agreement.

****NOTE: Failure to comply with reporting requirements will affect the amount requested for payment/reimbursement.***

EXHIBIT 2



OFFICE OF THE ATTORNEY GENERAL DIVISION OF VICTIM SERVICES AND CRIMINAL JUSTICE PROGRAMS

NONSTATE ENTITY FLORIDA SINGLE AUDIT ACT FORM

In accordance with section 215.97, Florida Statutes, all nonstate entities who expend a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year must comply with the Florida Single Audit Act and its requirements. The Office of the Attorney General Division of Victim Services and Criminal Justice Programs as the state awarding agency for this grant is required to determine if your nonstate entity meets this requirement.

Please complete this form and return to your grant manager.

Entity: Mid Florida Community Services, Inc. - Children's Advocacy Center of Hernando County

Fiscal Year: 2024

Grant Number: GR-2023-Mid Florida Community Services, Inc.-00023

Did the nonstate entity expend a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year from all funding sources, with state financial assistance being defined in section 215.97(2)(a), Florida Statutes?

- Yes
 No

In accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapter 10.650, Rules of the Auditor General, this nonstate entity has reviewed its state financial assistance and attests that the above information is true and accurate.

Signature:  Title: CEO Date: Jan 12, 2024

Print Name: Mathew S. Kline


GR 2023-2024 Mid florida Community Services, Inc. - 00023 - CONTRACT & ATTACHMENTS


Final Audit Report

2024-01-12


Created:	2024-01-12
By:	George Hudson (George.Hudson@myfloridalegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAbyfB7IcaVLmPWYun9P8uMZ8snpMVSy2J


"GR 2023-2024 Mid florida Community Services, Inc. - 00023 - CONTRACT & ATTACHMENTS" History


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 Agreement completed.
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